REQUEST FOR PROPOSALS
City of De Pere, Wisconsin
Strategic Visioning and Branding Initiative

City Summary and Project History

The 24,000 people who call De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

The residences, businesses and commercial areas are connected with a transportation and green space network that accommodates cars, bikes and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining and entertainment.

The City consistently ranks high on livability indexes, and the housing market has become very competitive. Recent research by the University of Wisconsin System found that De Pere better maintains a young adult population than other communities in Wisconsin. However, like the rest of the state, we are not gaining a young adult population.

As workers shift from choosing where to live before choosing where to work, it becomes increasingly important for us to leverage our story and promote our community. With significant projects on the horizon, we need a shared vision and mission that defines De Pere and provides a framework for decision makers. While documents like the City Budget, Comprehensive Plan, Zoning Code, Park Master Plan, Downtown Master plan, etc. provide guidance for the future, De Pere lacks a unified vision and a strong brand.

The desire for a vision and brand arose from multiple sources, including discussions about recent downtown development proposals and conversations with business and property owners (see attached letter). Recognizing the economic development value of a visioning/branding initiative, the De Pere Council allocated funds for a visioning/branding project in early 2016. The City does not have a current vision or mission, or formal brand standards.

Project Objectives

1. Broad reaching (both inside and outside of De Pere), diverse (multiple methods), engaging and fun public outreach.
2. A De Pere vision and mission statement that aligns diverse City processes and services.
3. City specific goals and priorities to guide decisions made during the budget process, the Zoning Code rewrite and other planning initiatives.
4. A brand platform inspired by community input and enthusiastically promoted by external and internal customers.
5. An authentic De Pere brand set up to transcend the municipal sector for use by local businesses and partner organizations.

6. A detailed implementation strategy that brings the brand to life and integrates it into all aspects of the community.
7. Realistic performance measures and task lists to evaluate brand effectiveness and maintain sustainability.

Scope of Work

A summarized scope of services is listed below. We are interested in ideas and recommendations that will best achieve project objectives. A more detailed scope including detailed task lists will be prepared in collaboration with the selected consultant.

PHASE 1 Assessment and Analysis

- Review and research of City demographics, documents in order to provide a 360 degree view.
- Extensive, engaging and fun public outreach/facilitation that collects input and insight.
  - Steering Committee meetings
  - Strategic Visioning session with elected officials
  - Stakeholder Interviews and Focus Groups
  - Media campaign/awareness
  - Community Forum
  - Survey and/or mobile targeted outreach
- Strengths, Opportunities, Weaknesses, Threats (SWOT) Analysis.

PHASE 2 Vision/Mission and Goals

- Consideration of the following questions:
  - Who do we think we are?
  - Who do our customers think we are?
  - Who do we want to become?
  - Who are we most likely to become?
- The Development of a Vision and Mission based on the assessment and analysis.
- Identify and develop city specific short term and long term goals and priorities.

PHASE 3 Brand Development and Strategy

- Development of an authentic, compelling and sustainable brand platform, including key words, messages and phrases.
- Visual identity components like logo, fonts, color palette, brand identity guidelines and standards (slogan/tag line if appropriate).
- Implementation strategy (both internal and external launch).
- Guidance on how to incorporate brand with local business owners and partner organizations
- Realistic performance measures in order to assess brand progress.
- Participation in various stakeholder and public meetings throughout process.

The consultant team will work closely the Economic Development and Planning Director and City staff. A steering committee of 8-10 individuals will provide guidance and input in every phase of the project.

Key Deliverables

The City reserves the right to amend the list of deliverables in order to better meet the project objectives.

Phases 1 and 2

- Written Report that documents work completed in Phase 1 and Phase 2
    1. Current state of the City
    2. Public Outreach and SWOT summary
    3. City Vision and Mission Statement.
    4. City Goals and Priorities
    5. Key recommendations for brand development

Phase 3

- Brand Implementation Strategy (both internal and external)
- Brand Manual/Blueprint (logo, color palette, key messages, photography style, et al)
- Conceptual designs/recommendations for implementation, particularly for upcoming City projects like signage, wayfinding, placemaking, website, streetscape, et. al.
- Conceptual designs/recommendations for communication materials, both in print and online.
- Recommendations for brand use and integration with business and property owners and partner organizations.

Proposal Requirements

1. Brief Description of Team structure and capabilities.
2. Description of overall approach for each phase and process for the project.
3. Any proposed changes/revisions to the scope of services or deliverables in order to meet project objectives.
4. A description of the proposed client team and their roles in the project.
5. Case studies for similar projects completed by your firm/team.
6. Fee Proposal that outlines activities performed.
7. Timeline for Completion. We request that work be complete within 6-7 months of contract execution.

Evaluation Criteria

1. Proposals will be evaluated based on overall approach, team experience and qualifications, budget, organization structure, work plan and fit with the City of De Pere.
2. This project requires experience in the following areas. Preference will be given to consultant teams that work well together and provide the best services to obtain project objectives.
    - Public participation and facilitation
    - Strategic Planning
    - Brand Development and Brand Strategy
3. Based on the unique and distinct needs of a city, significant consideration is given to teams with experience working with municipalities and other forms of local government.
4. Knowledge of, or previous experience in the northeast Wisconsin area is beneficial.
5. Special consideration given to teams that provide examples/case studies where engaging outreach and facilitation led to development of successful solutions, particularly among diverse groups.

Interview/Meeting
Meetings will be requested with finalist(s) in order to allow for the City and consultant to get to know one another and talk through project details. However, De Pere reserves the right to award a contract on the basis of proposals only.

Budget
Proposals should provide a work plan that best meets the above objectives and scope within a $100,000 budget.

Consultant Contract
The City utilizes its own consultant contract when formalizing the consultant arrangement. A sample copy of that Consultant Agreement is attached.

Anticipated Timeline

1. RFP Issued: April 19, 2017
2. Questions due to the City: April 28, 2017 (sent via email to kflom@mail.de-pere.org)
3. Responses to questions posted on City website: May 3, 2017
4. Proposals due to the City: May 15, 2017
5. Possible interviews with finalists: May 22-26, 2017
6. Consultant Selection: June 6, 2017, Common Council Meeting

Submission of Proposals

- Due to the City of De Pere by 5:00PM on May 15, 2017
- 4 hard copies and a digital format copy (.pdf)
- Proposals should be sent to:
  Kimberly Flom, RLA/AICP
  City of De Pere, Economic Development & Planning Director
  335 South Broadway
  De Pere, WI 54115
  kflom@mail.de-pere.org
- The City of De Pere is not responsible for any costs incurred by parties responding to this RFP.

De Pere Resources
City of De Pere: https://www.de-pere.org/
Comprehensive Plan, Downtown Master Plan, Historic Neighborhood Preservation Plan:
https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730
De Pere Chamber: http://deperechamber.org/
Definitely De Pere: http://definitelydepere.org/
St. Norbert College: http://www.snc.edu/

January 27, 2017

Dear City of De Pere,

We write to you today in favor of allocating resources to help define the vision for and brand of De Pere so to enhance economic development and further foster our quality of life.

As business owners and those charged with enhancing the economic vitality of De Pere, we have a vested interest in seeing our city flourish. Through our work through Definitely De Pere as well our independent efforts, we have spent significant time promoting our beautiful city and all that it offers. However, we recognize that we do not have a unified and defined way to describe or showcase the essence of what De Pere is - or perhaps even more importantly - what we seek for the future of De Pere.

Perhaps the best way for us to share with you why we believe investing in a strategic visioning and branding initiative is a wise use of stadium tax district dollars is best said by Bill Baker, a leading expert and author on the subject of city branding. In the forward of Keith Dinnie's book, *City Branding Theory and Cases*, Baker writes:

> "Community leaders are increasingly recognizing that there is a direct link between their city's image or reputation and its attractiveness as a place to visit, live, invest and study. An even greater realization for some is that inaction is not a viable option if they genuinely want to improve local prosperity, build social capital and foster economic growth...To succeed, city leaders are now thinking beyond their traditional approaches to embrace branding techniques that were once the domain of commercial products and services.
>
> The thoughts and associations that come to mind when a city's name is heard or read are likely to have huge financial, political, and social value. Too few city leaders think about the number of jobs, businesses, and other organizations that have a stake in their city's image and reputation. Unfortunately, it is a value that often goes largely unrecognized, unappreciated and unmanaged. It rarely gets measured and never appears on a balance sheet or the job evaluation of a Mayor, city manager or elected official. The level of esteem that a city's name evokes has a direct impact on the health of its tourism, economic development, prestige and respect. With so much riding on its image, it makes sense to have a plan to cultivate, manage and protect this most valuable of city assets."

We ask that you join those city leaders in our nation who chose to not leave their city's reputation to chance. We urge you to vote yes to allocating $50,000 - $100,000 for a city-wide strategic visioning and branding initiative. We recommend hiring an organization to lead us through a collaborative process that will result in defining top priorities for the city and our brand - complete with key messaging, a logo, tag line, and a marketing communications plan with recommendations for consistently sharing and incorporating the brand throughout our web sites, social media, and advertising. This initiative should also include training for businesses and organizations to learn how to co-brand with De Pere's brand to further the collective impact and outcome.

We welcome further discussion around this issue so to underscore our desire to see a visioning and branding initiative take place to help us define and then tell the beautiful story of De Pere so to enhance tourism, economic development, and our quality of life.

Sincerely,

Tina Quigley, Executive Director, Definitely De Pere
Tom Gavic, Chair, Economic Enhancement Committee, Definitely De Pere; Owner, Credo
Bridget Krage O'Connor, Owner, O'Connor Connective

AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE AND _(CONSULTANT NAME)__ (Project Name)

THIS AGREEMENT, made and entered into this ___ day of _____, 2011, by and between the City of De Pere, Wisconsin, ("City"), and _____ _____("Consultant").

WITNESSETH

WHEREAS, the City is in need of_____(project description)_____ _____; and

WHEREAS, the Consultant has available and offers to provide personnel and facilities necessary to accomplish the work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ___(date)__ City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated __(date)__ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the the design of the project, as are available.

SAMPLE

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in the following electronic forms: _____ at no additional cost to the City. Copies of Documents that may be relied upon by the City are limited to the printed copies that are signed or sealed by the Consultant. Electronic files that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. Consultant

SAMPLE

further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

VI. CONFIDENTIAILITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

SAMPLE

X. INSURANCE

The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the

SAMPLE

percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XIV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

SAMPLE

XVII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVIII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SAMPLE

XIX. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)	CITY OF DE PERE, WISCONSIN
By: _____	By:_____
Name: _____	Michael J. Walsh, Mayor
By:_____	By:_____
Name: _____	Charlene M. Peterson, Clerk-Treasurer
Date:_____	Date:_____

H:\jdupont\Agreements\2011\Consultant Agreement Template.doc

SAMPLE